RG104 E-1 Box 144 Feb-Mar 1887

Wilson Brothers & Co.
Civil Engineers and Architects,
No. 435 Chestnut St.
Philadelphia, Pa.

JOHN A. WILSON, Civil Engineer.
JOS. M. WILSON, Civil Engineer & Archt.
FRED. G. THORN, Architect.
HENRY W. WILSON, Civil Engineer.
CHARLES G. DARRACH, Civil & Hydraulic Engineer.
HENRY A. MACOMB, Architect.

March 30th. 1887

Hon. Daniel M. Fox

Supt. U. S. Mint, Philada.

Dear Sir:

Enclosed please find the proposal by Wm. Sellers & Co. Incorporated, dated March 15th. 1887, for Shafting etc. at the U. S. Mint in Philada.; also a contract drawn up in accordance therewith, which we submit for your approval.

We would call your attention to clause at the beginning of page 7 of the said specifications in which we have stated "In making the proposal, the values of old materials used or removed, must be considered"; also clause on same page "The contract must be consistent with the laws of the United States and be subject to such further stipulations as may be required by the Secretary of the Treasury".

We have inserted the following clause in the contract on page 1, as follows-"It is distinctly understood that the party of the second part is to.....; also to deposit old shafting, pulleys, etc. not used, as may be directed by the party of the first part".

We understand from the decision in other cases, that no material

RG104 E-1 Box 144 Feb-Mar 1887

or machinery now at the Mint can be taken in part payment for any work under the present appropriation. It may be claimed by Wm.Sellers & Co.that they have the right to remove and use for their own advantage at other places than in the Mint,shafting that may be removed from their present location,by reason of the wording of the specifications. This we understand will not be in accordance with the laws of the United States. You will also find that the specifications state as quoted,that the value of the old material removed must be considered. There is nothing in the proposal of Wm.Sellers & Co.which considers this value,and in answer to a question,their representative,Mr.Butler, and their Secretary Mr.Schwracke distinctly told us that no allowance had been made for any old material that would not be re-erected. No question therefore should arise as to the propriety of the before mentioned clause in the contract.

Mr.Schwracke will be ready with the necessary papers authorizing the execution of the contract by the Prest.of the Wm.Sellers & Co. Incorporated,to-morrow,at which time we will refer him to you.

Respy.Yours,

Coulson Bros & Co

D.

RG104 E-1 Box 144 Feb-Mar 1887

W.

Wilson Bro. & Co.

March 30/87.

Enclose proposal by Pyne Sellers & Co. for Shafting (March 15, 1887) data, also contract drawn up for Supt's approval.

Call attention to page 7 also clause on same page. "The contract must be consistent &c."

Insert clause on page 1 "It is distinctly understood to deposit old Shafting & pulleys &c.

Recd

March 30./87

NARA RG104, Entry 1, Box 144

[Abstract:] Encloses proposal by Wm. Sellers & Co. for Shafting etc…

Wilson Brothers & Co.
Civil Engineers and Architects,
Philadelphia, Pa.
March 30, 1887

Hon. Daniel M. Fox
Supt. U.S. Mint, Philada.

Dear Sir:

Enclosed please find the proposal by Wm. Sellers & Co. Incorporated, dated March 15th, 1887, for Shafting etc. at the U.S. Mint in Philada.; also a contract drawn up in accordance therewith, which we submit for your approval.

We would call your attention to clause at the beginning of page 7 of the said specifications in which we have stated "In making the proposal, the values of old materials used or removed, must be considered"; also clause on same page "The contract must be consistent with the laws of the United States and be subject to such further stipulations as may be required by the Secretary of the Treasury".

We have inserted the following clause in the contract on page 1, as follows- "It is distinctly understood that the party of the second part is to… ; also to deposit old shafting, pulleys, etc. not used, as may be directed by the party of the first part".

We understand from the decision in other cases, that no material or machinery now at the Mint can be taken in part payment for any work under the present appropriation. It may be claimed by Wm. Sellers & Co. that they have the right to remove and use for their own advantage at other places than in the Mint, shafting that may be removed from their present location, by reason of the wording of the specifications. This we understand will not be in accordance with the laws of the United States. You will also find that the specification state as quoted, that the value of the old material removed must be considered. There is nothing in the proposal of Wm. Sellers & Co. which considers this value, and in answer to a question, their representative, Mr. Butler, and their Secretary Mr. Schwracke distinctly told us that no allowance had been made for any old material that would not be re-erected. No question therefore should arise as to the propriety of the before mentioned clause in the contract.

Mr. Schwracke will be ready with the necessary papers authorizing the execution of the contract by the Prest. of the Wm. Sellers & Co. Incorporated, to-morrow, at which time we will refer him to you.

Respy. Yours,
Wilson Bro & Co
D.